

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 5		
2. AMENDMENT/MODIFICATION NO. A00002		3. EFFECTIVE DATE 20010402		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY DCM ATLANTA 805 Walker Street-Suite 1 Marietta, GA 30060-2789 Gloria Diaab (336) 279-3134 email: gdiaab@dcmdc.dcm.mil		CODE S1103A		ADMINISTERED BY (If other than item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LUCENT TECHNOLOGIES INC. (Integrated Solutions) 5440 Millstream Road McLeansville, NC 27301				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. N68939-97-D-0040/et al <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 1997 July 29			
CODE 09JX9		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)**NO CHANGE****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 42.1202
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

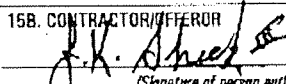
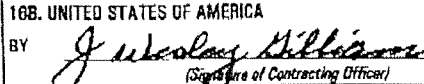
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate the attached Novation Agreement, between Lucent Technologies, Inc., Avaya Inc., and the United States of America, and make the associated changes to the contract and delivery orders administered by DCM Atlanta, Greensboro Area Office (Exhibit A to this Modification).

(SEE THE FOLLOWING PAGES)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) J.M. Smith, VIVID Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J. WESLEY GILLIAM ADMINISTRATIVE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2 April 2001	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 20010402

NSN 7540-01-162-8070
PREVIOUS EDITION UNUSABLE

Created using Perform Pro software.

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 63.243

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Avaya Inc.

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1. Novation Agreement: Pursuant to FAR 42.12, the Government, and Lucent Technologies Inc., the Transferor, and Avaya Inc. referred to as the Transferee, have entered into a Novation Agreement (Attachment D) effective September 30, 2000. Avaya Inc. became successor in interest to the contracts listed in Exhibit A of the Novation Agreement, attached hereto and made a part hereof.
2. Neither the Novation Agreement nor this modification make any changes in contract terms, place of performance or administration responsibility of contracts modified.
3. Whereas, there has been furnished: (1) authenticated copies of the Contribution/Separation and Distribution Agreement, pursuant to which Lucent Technologies Inc. assigned and transferred to Avaya Inc. all rights, titles, and interest to all assets of the Transferor used to perform the contracts listed in the Novation Agreement, (2) certified copies of the Board of Directors Resolution of Lucent Technologies Inc. and Avaya Inc. authorizing the transfer of assets, (3) authenticated copy of the Certificate of Incorporation of Avaya Inc., (4) opinions of legal counsel for Lucent Technologies and Avaya Inc. as to the effective date and legality of the transfer under applicable law, (5) confirmation there are no active surety bonds securing contracts between Lucent and the United States of America, issued on behalf of any business unit being separated with Avaya Inc. (6) documents evidencing Avaya's capacity to perform the transferred contracts, (7) evidence that security clearance requirements have been met, and (8) a list of the contracts;

Whereas, the parties have agreed that the Government is not obligated to pay or reimburse either Lucent Technologies Inc. or Avaya Inc. for, or otherwise give effect to, any costs, taxes, or other expenses or any related increases, directly or indirectly resulting from this action.

Now, therefore, the parties agree that the contracts identified in Exhibit A of the Novation Agreement, and the contractor's name as appears throughout the contracts is hereby changed to Avaya Inc.

4. The aforementioned Novation Agreement provides, but is not limited to, the following:
 - a. The parties reserve their rights to assert claims regarding pension costs.
 - b. The Government reserves any rights to review and audit all relevant records and documents pertaining to claims pursuant to terms of contracts and Government regulations.

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- c. The Transferee assumes all the Transferor's obligations and liabilities under the contracts.
 - d. The Transferee assumes all rights and claims which the Transferor has or may have under the contracts and the Transferor waives all claims and rights under the contracts against the Government.
 - e. The Transferor guarantees performance of the contract.
 - f. Nothing in the Novation Agreement shall relieve the Transferor or Transferee from compliance with any Federal Law.
5. All contracts and delivery orders included on Exhibit A to this modification is hereby changed to read in accordance with page 4 of this modification.
6. The payment office as stated in the contracts remain unchanged.
7. All other terms and conditions of the contracts remain unchanged and in full force and effect.

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF	PAGES
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FROM
CONTRACTOR NAME AND ADDRESS:

Lucent Technologies Inc.
(Integrated Solutions)
5440 Millstream Road
McLeansville, NC 27301
Code: **19DH3**

TO

(Physical) Avaya Inc.
5440 Millstream Road
McLeansville, NC 27301
Code: **09JX9**

(Mailing) Avaya Inc.
P. O. Box 26052
Greensboro, NC 27420

ADMINISTERED BY:

DCMC-ATLANTA
P.O. Box 20046, Guilford Center
Greensboro, NC 27420-0046
Code: **S1103A**

DCM-ATLANTA
805 Walker Street, Suite 1
Marietta, GA 30060-2789
Code: **S1103A**

PAYMENT OFFICE:

DFAS Columbus Center
South Entitlements Operations
P. O. Box 182264
Columbus, OH 43218-2264
Code: **HQ0338**

DFAS Columbus Center
South Entitlements Operations
P. O. Box 182264
Columbus, OH 43218-2264
Code: **HQ0338**

REMITTANCE ADDRESS:

Mailing Address:

Lucent Technologies Inc.
BANK of AMERICA
P.O. Box 651661
Charlotte, NC 28265

Avaya Inc.
CHASE MANHATTAN BANK
P.O. Box 5332
New York, NY 10087-5332

Physical Address:

Lucent Technologies Inc.
BANK OF AMERICA
101 North Tyron Street
Charlotte, NC 28255

Avaya Inc.
CHASE MANHATTAN BANK
55 Water Street, Room 826
New York, NY 10041-0199

ABA ROUTING CODE: - EFT Wire:

Number - 111000012
Bank Account Number - 3750380844

Number - 021000021
Bank Account Number - 323094724

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EXHIBIT A

BPO1	J9T8	NS32	V762	TF28	EP46
BP02	J911	NS33	V766	TF47	EP50
CW60	LBQT	NS35	V768	TF49	EP51
EHPJ	LBR3	NS36	V770	V777	EP57
EP09	LBSE	RX04	V773	NS37	EP61
EP30	LBSF	SXAM	V775	EP59	NS38
EP33	LBSG	TF32	V778	EP52	V779
D203	LBSP	TF33	V781	EP61	V784
EP38	LBSR	TF34	V783	X104	
EP43	LBSZ	TF35	X103	NS38	
EP49	LBTK	TF36	7N13	EP54	
EX02	MU01	TF37	EP53	EP50	
EX04	MV04	TF38	V763	TF62	
EX06	MV05	TF53	EP63	EHPK	
EX08	MV06	TF54	V782	EP62	
FH03	MV07	TF55	EP55	EP36	
FH04	M210	TF56	LBTJ	EX08	
FP36	M211	TF57	FP05	X104	
JG01	M301	TF58	V784	M209	
JX13	NS10	TF59	EP56	V761	
JX17	NS14	V743	7N14	TF50	
JX18	NS17	V749	TF63	TF60	
J908	NS20	V750	EP60	TF61	
J9T3	NS22	V754	EP58	FP04	
J9T7	NS25	V760	EP45	D203	

END OF MODIFICATION

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